

Exhibit B

Provider Terms and Conditions Viewing version from: Aug 29th, 2017

PROVIDER TERMS AND CONDITIONS

YOU SHOULD REVIEW THIS AGREEMENT IN ITS ENTIRETY. YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THIS AGREEMENT BY REGISTERING TO BECOME A USER OR BY USING THE FIELD NATION PLATFORM. YOU WILL BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT REGISTER TO USE OR USE THE PLATFORM.

These Provider Terms and Conditions (the “Provider Terms”) state the terms and conditions between Field Nation, LLC (“Field Nation,” “we,” “us,” or “our”) and users of the Field Nation website and software platform (the “Platform”) who register as services providers (“Provider,” “you,” or “your”). Provider and all other users are also subject to the terms of the Field Nation User Agreement (“User Agreement”), which is incorporated herein by reference. Capitalized terms used in these Provider Terms which are not defined have the meaning stated in the User Agreement.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS MANDATORY INDIVIDUAL ARBITRATION AGREEMENT AND CLASS ACTION/JURY TRIAL WAIVER PROVISIONS THAT REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE COVERED DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Except as provided in the “Arbitration Agreement and Class Waiver” in Section 17 below, we reserve the right to change the Provider Terms at any time in our sole business discretion. Please check these terms regularly for changes. Your continued use of the Platform following the posting of any changes to the Provider Terms will constitute your acceptance of and agreement to those changes. This Agreement is for a term of 60 days, and is automatically and continuously renewed for additional 60-day terms with continued use. In the event more than 60 days passes without the Provider using the Platform, then the Provider’s next use constitutes a renewal of this Agreement.

1. Relationship.

1. **1.1** These Provider Terms and the User Agreement state the terms under which Provider has the right to use the Platform to offer services to registered buyers (“Buyers”), and the obligation to pay Field Nation fees if applicable.
2. **1.2** Provider is an independent contractor who uses the Platform to offer services and to perform work on specific projects for Buyers pursuant to Work Orders posted by Buyers. Field Nation is not a party to accepted Work Orders or other services agreement between Buyers and Providers. Field Nation has no responsibility for, control over, or involvement in the scope, nature, quality character, timing or location of any work or services performed by a Provider under a Work Order, including any work or services that any worker may provide as an employee of, or independent contractor for, Provider under a Work Order (referred to collectively herein as “Provider Workers”). Each Work Order constitutes a new contract between Buyer and Provider to perform work, and a new agreement between Provider and Field Nation to use the Platform.
3. **1.3** Unless modified by Buyer through the Platform prior to proposal or by you pursuant to an accepted counteroffer, all Work Orders are governed by Standard Work Order Terms and Conditions accessible by following this link: www.fieldnation.com/legal/?a=workorder.
4. **1.4** Field Nation is not an employer of, or joint employer or integrated or single enterprise with any Provider or Buyer. Field Nation is not responsible for the performance or non-performance of any Buyer or any Provider. Each Provider is solely and entirely responsible for the Provider’s acts and for the acts of the Provider’s employees, contractors and agents. Each Buyer is solely and entirely responsible for the Buyer’s acts and for the acts of the Buyer’s employees and

agents. Field Nation is not a party to any Work Order and is not bound by any terms of a Work Order. Field Nation does not combine its business operations in any way with Provider's business or Buyer's business, but instead maintains such operations as separate and distinct. Provider and Buyer are each responsible for their own registrations, licenses, insurance, or other authorizations required to render the services.

5. **1.5** Provider is an independent contractor and is not an employee of Field Nation, as described in more detail below.

2. Independent Contractor Relationship Between Provider and Field Nation.

Nothing in this Agreement is intended or should be construed to create an employer-employee relationship, partnership, joint venture, joint employment relationship, single or integrated enterprise or franchisor/franchisee relationship between Field Nation and Provider. Provider agrees that Provider will not take any position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly involving Field Nation that is inconsistent with Provider being an independent contractor (and not an employee) of Field Nation. Provider is not an agent of Field Nation and Provider is not authorized, and must not represent to any third party that Provider is authorized to make any commitment or otherwise act on behalf of Field Nation.

Providers will provide all equipment, labor and materials that may be needed to perform any services pursuant to a Work Order. Field Nation will not provide any equipment, labor or materials that may be needed for performing services pursuant to any Work Order. Further, Providers are solely responsible for determining which Work Orders they will choose to accept, how frequently they accept Work Orders, the duration of the Work Order acceptable to them, the terms of any counterproposal and the manner in which they will provide the services sought. Field Nation does not guarantee the Provider any minimum amount of Work Orders. Field Nation does not set the pay rate. Field Nation does not pay a salary or hourly rate to Providers, but rather facilitates Buyer's payment at the rate set by Buyer and agreed to by Provider. Field Nation does not dictate the time of performance. Field Nation will not provide Provider with any training or direction with regard to services provided and will have no control over the manner in which services are provided or the timing and location of the provision of services. Field Nation does not provide any uniforms to Providers. Field Nation does not provide expense reimbursement to Providers. Provider has the right to determine the manner in which services will be provided to Buyer consistent with Provider's experience and specialized skills. For purposes of New York City Local Law 140 only, to the extent it is deemed to apply, the "value" of the services performed pursuant to this Agreement is equal to the total amount paid by the Buyer to Provider for each service.

Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any Provider from engaging in any other business activities, services or projects that are separate and distinct from any business activities that Provider may conduct through the Platform. Field Nation expects Providers will provide similar services through other platforms and for other parties. Field Nation expressly acknowledges Provider can earn income from other sources and expects Provider will do so.

Further, nothing in this agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) Provider from using its employees and/or independent contractors to provide any services relating to Provider's completion of a Work Order. Field Nation will have no involvement in the hiring, selection or retention of any Provider Workers or in the terms of their employment, contract or engagement with Provider Worker. As with Providers themselves, Field Nation will not provide Provider Workers with any training or direction with regard to work performed or services provided and will have no control over the manner in which work or services are performed or the timing and location of the performance of work or services by Provider Workers. Field Nation does not terminate

the work during the term of this Agreement unless the Provider violates the terms of this Agreement or fails to produce a result that meets the specifications of the Agreement. Notwithstanding the foregoing, Field Nation may request that Provider discontinue using the services of a Provider Worker if the Provider Worker is perceived as presenting a safety risk or engages in unlawful conduct in connection with performing work or services in connection of a Work Order. Field Nation will not, however, screen or monitor the work of Provider Workers, and the foregoing provision does not give and should not be construed as giving rise to any duty on the part of Field Nation to screen or monitor the work of Provider Workers or otherwise ensure that they are working/performing services in a safe and lawful manner. Field Nation does not provide a performance assessment to Providers. Field Nation does not oversee the actual work or instruct the Provider as how the work will be performed, or the method or process the Provider uses to perform services.

Field Nation is a qualified marketplace platform under laws recognizing such platforms for businesses that operate a digital website or application that facilitates the provision of services by qualified marketplace contractors to individuals or entities seeking such services.

Provider shall at all times comply with any and all laws, ordinances, statutes, executive orders and regulations, federal, state, county and municipal, insofar as applicable to Provider's performance of services under these Provider Terms. Without limiting the generality of the foregoing:

1. **2.1**

Benefits and Contributions.

As an independent contractor engaged in its own independently controlled and operated business, Provider (including any Provider Worker) is not entitled to, or eligible for, any benefits that Field Nation, its parents, subsidiaries, affiliates or other related entities may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Because Provider is an independent contractor and not an employee, the Field Nation will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, obtain workers' compensation insurance on your behalf, provide health insurance, or provide other insurance or fringe benefits including any "leave" such as paid sick leave. Provider is solely responsible for complying with the Affordable Care Act. Provider is not entitled to unemployment insurance benefits from Field Nation.

2. **2.2**

Taxes and other Withholdings.

For all purposes, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding requirements and all other federal, state and local laws, rules and regulations, Provider is and will be treated as an independent contractor and not as a Field Nation employee. Accordingly, Field Nation will not withhold any employment taxes from any compensation paid to Provider under this Agreement, and Provider will be solely responsible for the reporting and payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, medical insurance, income tax or other applicable laws, rules or regulations with respect to the performance or rendering of services through the Platform and/or under this Agreement by Provider, including any such taxes and other requirements applicable to Provider Workers. Provider agrees to indemnify, defend and hold Field Nation harmless from any costs, expenses, penalties or damages (including attorney's fees) arising from Provider's failure to properly pay such taxes or contributions and/or Field Nation not withholding or remitting employment taxes or contributions relative to compensation paid to Provider.

3. **2.3**

Insurance.

As an independent contractor, Provider (including any Provider Worker) is not covered by any insurance that may be provided by the Company to its employees, including, without limitation, health insurance, workers compensation insurance, general liability insurance, and automobile liability insurance. Instead, Provider is solely and exclusively responsible for Provider's own insurance, including insurance for Provider Workers. Specifically, in the event that Provider is injured while working in the course and scope of a Work Order, Provider acknowledges and understands that Provider (including any Provider Worker) will not be covered by any workers' compensation insurance coverage that Field Nation or Buyer may provide to its employees. Further, in the event that Provider's actions (including the actions of any Provider Worker) cause an injury to a third party while Provider is working in the course and scope of providing services under a Work Order or other activities covered by this Agreement, Provider acknowledges and understands that Provider (including any Provider Worker) will not be covered by any general liability or automobile liability insurance coverage that the Field Nation may have, and that the Field Nation is not making any commitment to defend and/or indemnify Provider (including any Provider Worker) in such circumstances, and specifically denies any such obligation.

4. 2.4**Providers Agreement to Maintain Workers' Compensation and other Insurance.**

Provider agrees that before entering into this Agreement and at all times during the term of this Agreement, Provider will maintain proper worker's compensation insurance coverage and any other insurance coverage (including coverage for Provider Workers) that is required in each jurisdiction in which Provider performs any services. Provider will comply with all applicable state workers' compensation laws.

If allowed by state law and if validly obtained, Provider may be eligible to opt out of the workers' compensation requirements. If Provider chooses to do so, Provider must submit a Statement Affirming Exemption from Worker's Compensation Coverage to Field Nation in electronic form via the Platform. The current form of such statement is can be found at the bottom of the page at the following link

- <https://app.fieldnation.com/legal/?a=provider>. Field Nation may update the form to comply with workers' compensation requirements in its sole discretion.

Provider also agrees to maintain commercial general liability insurance coverage with combined policy limits of at least \$1,000,000, and automobile liability insurance coverage with combined limits of at least \$1,000,000, or such higher amounts or additional coverage as may be set forth in a Work Order. Provider acknowledges that Buyers may require additional insurance coverage as a condition of accepting and performing a Work Order.

3. Registered Service Company.

Providers who register as a Registered Service Company or employees of a Registered Service Company in their profile or otherwise will receive a Registered Service Company designation. By registering as a Registered Service Company or an employee of a Registered Service Company, Provider represents and warrants it or its employer through which it is offering services: (1) operates an independently established business or trade; (2) it operates under an Employer Identification Number (EIN); (3) it maintains Worker's Compensation insurance; and (4) it has 3 or more employees. Provider agrees to notify Field Nation if it no longer meets a Registered Service Company requirement.

4. Data

1. **4.1**

Buyer Data.

Provider acknowledges that the profile information for each Buyer available via the Platform is compiled and maintained by the Buyers themselves and not Field Nation. Provider is responsible for conducting whatever investigation or verification of a Buyer's profile information that Provider deems necessary for purposes of entering into a Work Order with that Buyer. Provider accepts Work Orders with any given Buyer at Provider's own risk. Field Nation will not conduct any investigation, certification, or verification of the skills, qualifications, background, and experience of a Buyer for Provider.

2. **4.2**

Provider Data.

- a. **4.2.1** The Platform allows Provider to create a profile for viewing by prospective Buyers of their services. Field Nation does not own any information, text, data, or other content that Provider submits, stores, or uses in the Provider's profile, including all Work Order information (the "Provider Terms"). Provider shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Provider Data.
- b. **4.2.2** Provider grants Field Nation a royalty-free, worldwide, non-exclusive right and license to use, reproduce, modify, edit, adapt, publish, distribute, perform and display Provider Data in connection with its operation of the Platform and related business purposes. Field Nation will only use personally identifiable information of Provider included in the Provider Data for purposes of providing, improving and customizing the Platform, and to de-identify such Provider Data as well as for any purpose set forth in the Field Nation Privacy Policy. Once Field Nation has de-identified Provider Data, Field Nation may analyze, use and disclose such de-identified information for any purpose, including for marketing and advertising via the Platform interface, and as otherwise set forth in its Privacy Policy.
- c. **4.2.3** Provider must enter information and data in the Platform for purposes of accepting and updating the status of Work Orders. All such Work Order information is the property of the applicable Buyer and Provider.

5. Payment for Work Orders and Field Nation Fees.

1. **5.1**

The Field Nation Fee.

a.

Field Nation will charge you a fee for the access and use of the Platform (the "Field Nation Fee") which will be deducted directly from the amounts payable to you by a Buyer for services performed. The Field Nation Fee will be up to Ten Percent (10%) of the amount payable to you pursuant to a completed Work Order. Provider and Field Nation acknowledge that Field Nation may discount the Field Nation Fee based on the total dollar value of the Work Order. Field Nation's fees are subject to periodic changes in its sole business discretion. Use of the Platform constitutes acceptance of Field Nation's most current pricing.

b.

Field Nation will charge an additional fee (the "General Liability Insurance Fee") which will be deducted directly from the amounts payable to you by the Buyer in the event that you do not have a current certificate of insurance uploaded in your profile. The General Liability Insurance Fee is subject to periodic changes in Field Nation's

sole business discretion.

c.

In the event that any jurisdiction imposes sales, use value-added, excise, or other taxes payable on account of payments to Field Nation, other than taxes on Field Nation's own income ("Taxes"), Field Nation's fees will be increased to cover such Taxes so that it receives a net amount equal to the full amount of the fees or other payment obligations that would otherwise have been payable under these Provider Terms as if no such deduction or withholding was required.

2. 5.2

Payment for Work Orders.

a.

Provider will receive payment for the services provided by Provider to the Buyer as stated in any applicable Work Orders, less any fees payable to Field Nation for use of the Platform as published from time to time. Field Nation will process payments from Buyers to Providers for completed Work Orders. Provider will be paid with funds deposited with Field Nation by Buyers. No other fees, benefits, or payments of any kind will be payable to Provider.

b.

Payment from Buyer will only be released to Provider by Field Nation after Provider: (a) has completed all services stated in a Work Order, (b) has verified, via the Platform, that the services have been completed, and (c) the Buyer has accepted, via the Platform, the services.

c.

Field Nation reserves the right to withhold payment for any Work Orders until Provider resolves any issues or disputes with a Buyer, or until Field Nation has actually received payment from a Buyer. Provider acknowledges and agrees that Field Nation will have no liability to Provider for payment for any services provided to a Buyer unless or until funds are deposited with Field Nation for the applicable Work Order and no dispute is registered on the Platform. By entering into a Work Order, Provider agrees to assume any risk that Buyer may withhold payment or dispute Provider's satisfaction of the terms of the Work Order.

d.

Once Field Nation transfers payment made by Buyer to Provider on behalf of Buyer for a completed Work Order, any requests for refunds or warranty claims related to any services provided under a Work Order will be the responsibility of the Provider. Field Nation reserves the right to offset any amounts payable to a Provider by a Buyer in the event Field Nation is required to refund amounts to a Buyer as a result of services rendered by the Provider.

6. Tax Obligations.

1. **6.1** If Provider is a U.S. resident, Provider acknowledges and agrees that Provider will be provided with an I.R.S. Form 1099-MISC on an annual basis for each year that amounts paid to Provider for completed Work Orders exceeds \$600. Provider gives permission to Field Nation to deliver the I.R.S. Form 1099-MISC to Provider electronically for any applicable tax years. Provider may refuse or withdraw its consent to receive electronic 1099 by unchecking the box – "I would like to save paper and receive my 1099 electronically" option available from Provider's account

within the Platform, and a paper copy of I.R.S. Form 1099-MISC will then be mailed to Provider.

2. **6.2** Provider will be responsible for complying with any and all tax payment or reporting obligations that may be imposed by the laws of any legal jurisdiction as a result of amounts paid to Provider for completed Work Orders. Provider expressly agrees to indemnify and hold Field Nation and all Buyers harmless from any and all liability, costs, or damages arising from or based on any claim brought by any governmental entity seeking the payment of any taxes based on any services provided by Provider or any of its employees, independent contractors, agents, or other authorized representatives.

7. Service Levels.

Field Nation will use reasonable efforts to make the Platform available for access and use by Provider. Provider acknowledges and agrees that Field Nation will not be liable for (a) any unavailability caused by acts or omissions of Provider, any Buyers or other third parties, or caused by events outside Field Nation's control; (b) problems with Provider's internet access or private computer network and equipment; and (c) Field Nation's regularly scheduled maintenance work. Field Nation will use reasonable efforts to cause all maintenance to be completed between 10:00 p.m. and 6:00 a.m. U.S. Central Time, and to minimize any unavailability of the Platform, whether scheduled or not.

8. Support and Maintenance.

Field Nation will provide email, text-based, or telephone support to Provider regarding the use of the Platform. Currently, such support generally is available Monday through Friday, excluding U.S. Federal Holidays, from 7:00 a.m. to 5:00 p.m. U.S. Central Time. Support includes assistance with general usage and functionality issues and correction of software bugs and errors. Field Nation will make reasonable efforts to correct or fix reported software bugs and errors promptly after being notified of the problem.

9. Data Security.

Field Nation will use reasonable efforts to secure, protect, and maintain the integrity of all data stored by Provider in accessing and using the Platform. Provider is solely responsible for the security of all usernames and passwords that may be required to access and use the Platform. If the security of such information is comprised, Provider agrees to promptly notify Field Nation.

10. Equipment Costs.

Provider will be responsible for all equipment, network, and other costs necessary for Provider to access and use the Platform via the Internet.

11. No Consulting Services.

Field Nation will not provide Provider with any consulting or other similar services related to the use of the Platform or its performance of services to Buyers.

12. Confidentiality.

1. **12.1**
Definition.

In performing and accepting services under these Provider Terms, Field Nation and Provider may exchange technical, product, financial, and business information which

is confidential or proprietary to them ("Confidential Information"). Confidential Information shall be limited to information clearly marked as confidential or proprietary, or information which is disclosed verbally and identified as confidential or proprietary when disclosed.

2. **12.2
Obligations.**

Field Nation and Provider will hold all Confidential Information they receive from the other party in strict confidence and will only use it to perform their respective obligations and exercise their rights under these Provider Terms. Confidential Information may only be disclosed to employees, agents, consultants, and professional advisors who have a good faith need to know such information for the purposes of these Provider Terms, provided the person receiving the information has a confidentiality obligation to the disclosing party which is at least as stringent as the confidentiality terms of these Provider Terms. The receiving party shall protect and safeguard the Confidential Information against unauthorized disclosure by procedures no less stringent than those it uses for protecting its own confidential or proprietary information, and in any event by use of no less than a reasonable degree of care.

3. **12.3
Limitations.**

These Provider Terms impose no obligation with respect to information which: (a) was in the possession of, or was known by, the receiving party prior to its receipt from the discloser, without an obligation to maintain its confidentiality; (b) is or becomes generally known to the public without violation of these Provider Terms; (c) was obtained by the receiving party from a third party having the right to disclose it, without an obligation to keep such information confidential; or (d) is independently developed by the receiving party without the use of Confidential Information.

4. **12.4
Ownership.**

Each party retains all intellectual property rights in and to its own Confidential Information.

5. **12.5
Survival.**

The confidentiality provisions of these Provider Terms shall survive its termination for a period of five (5) years, except for the obligations of the parties regarding any trade secret information which shall survive indefinitely.

13. No Circumvention; Non-Interference.

Provider shall do all work for registered Buyers directly through the Platform only (or Private Network, as applicable), and shall not communicate with any Buyers, or Buyers' clients, outside of the Platform for the purpose of avoiding any obligations under these Provider Terms, including the obligation to pay the Field Nation Fee. For the term of these Provider Terms and one year thereafter, Provider shall not directly or indirectly: (a) solicit or accept employment or contract services from any Field Nation Buyer or Buyer's clients about whom Provider learned from the Buyer or through the Platform, except for services to be performed

pursuant to Work Orders via the Platform without the written consent of Field Nation; or (b) take any action which interferes with the relationship between Field Nation and any of its Buyers or Buyers' clients.

14. Term and Termination.

These Provider Terms commence when Provider registers to use the Platform for the first time and they continue in force until terminated by either party. Provider may terminate these Provider Terms immediately upon notice to Field Nation at any time and for any reason. Field Nation may terminate these Provider Terms immediately without any notice, at any time and for any reason. Upon termination by either party, Provider's right to access and use the Platform will cease immediately. Upon any termination, Provider will not be relieved of the obligation to pay any fees due to Field Nation which accrued before the termination date. In addition to any other remedies it may have under these Provider Terms, Field Nation reserves the right to suspend or terminate Provider's access to the Platform in order to protect Field Nation's rights and interests. Any outstanding obligations of Field Nation to provide the Provider with tax reports or Work Order payment information shall survive the termination of these Provider Terms.

15. Warranties and Disclaimer.

1. 15.1 General.

Field Nation and Provider each warrants and represents, as to themselves, that (a) they are duly organized, validly existing and in good standing under the laws of the respective jurisdictions in which it was formed (in the case of Providers who are not individual persons) and engaged in its own independent trade or business prior to entering into this Agreement; (b) they have full power and authority to execute, deliver, and perform these Provider Terms; (c) these Provider Terms have been duly authorized, executed, and delivered by and are their legal, valid, and binding obligations in accordance with the terms herein; and (d) obligations under these Provider Terms shall be performed in compliance with any obligations to third parties and all applicable law, rules, or regulations of any governmental entity or agency.

2. 15.2 Provider Data.

Provider represents and warrants that: (a) Provider owns or has secured sufficient intellectual property rights to any and all Provider Data that Provider stores, accesses, and uses with the Platform; (b) the Provider Data does not and will not contain any content that is unlawful, threatening, harassing, profane, tortious, defamatory, libelous, deceptive, fraudulent, or violates any person's privacy or publicity rights; and (c) the Provider Data does not and will not contain a software virus or other harmful component.

3. 15.3 Disclaimer.

EXCEPT AS SET FORTH EXPRESSLY IN THESE PROVIDER TERMS, THE PLATFORM IS PROVIDED "AS IS." FIELD NATION DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS CONCERNING THE PERFORMANCE, OPERATION OR QUALITY OF THE PLATFORM, INCLUDING ALL IMPLIED

WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FIELD NATION DOES NOT WARRANT THAT THE PLATFORM WILL MEET THE USER'S REQUIREMENTS, OPERATE IN COMBINATION WITH OTHER SOFTWARE OR WEBSITES, BE UNINTERRUPTED OR ERROR-FREE, OR FUNCTION WITHIN A PARTICULAR SYSTEM. NO OTHER ORAL OR WRITTEN ADVICE GIVEN BY FIELD NATION WILL CREATE A WARRANTY REGARDING THE PLATFORM. NO AGENT OR EMPLOYEE OF FIELD NATION IS AUTHORIZED TO MAKE ANY WARRANTY OBLIGATIONS ON BEHALF OF FIELD NATION OR MODIFY THE LIMITATIONS STATED IN THIS SECTION 15.3.

16. Indemnification.

1. 16.1

Field Nation Indemnification

Field Nation shall indemnify, defend, and hold Provider, its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including reasonable legal fees and costs, arising out of or in connection with: (a) any alleged conduct which would constitute a breach of the representations and warranties of Field Nation set forth herein; or (b) a claim that the use of the Platform (other than third party materials) infringes the copyright, trademark, or United States or Canadian patent rights of any third party. Upon notice of an alleged infringement or if in Field Nation's opinion such a claim is likely, Field Nation shall have the right, at its option, to obtain for Provider the continuing right to use the Platform, substitute other non-infringing functionality, or modify the Platform so that it is no longer infringing. THIS SECTION SETS FORTH FIELD NATION'S SOLE AND EXCLUSIVE LIABILITY, AND PROVIDER'S SOLE AND EXCLUSIVE REMEDY, FOR FIELD NATION'S INFRINGEMENT OF THIRD PARTY RIGHTS OF ANY KIND.

2. 16.2

Provider Indemnification.

Provider shall indemnify, defend, and hold Field Nation, its licensors and their respective parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including reasonable legal fees and costs, arising out of or in connection with: (a) any claim based on any alleged misuse of the Platform by Provider (including by any Provider Worker), or a claim that any Provider Data infringes the copyright, trademark, or patent rights of any third party; (b) any alleged conduct which would constitute a breach of the representations and warranties of Provider set forth herein, or other breach of this Agreement; (c) violation of applicable law by Provider or Provider's Workers; (d) any claim based on the negligent or intentional acts by Provider or Provider's Worker; and (e) related to any Work Order, including any claims by any third party or government agency that Provider was misclassified as an independent contractor or employee of a Buyer, and any claim that Field Nation was an employer or joint employer of Provider and/or any Provider Worker, and related legal claims under any employment laws.

Further, Provider shall indemnify, defend, and hold Field Nation, its licensors and their respective parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims,

costs, damages, losses, liabilities and expenses, including reasonable legal fees and costs, arising out of or in connection with Provider's employment, retention, engagement or use of Provider Workers to provide any work/services in connection with the performance of Work Orders hereunder, including but not limited to: (1) any claim that Provider misclassified any Provider Worker (under the Fair Labor Standards Act, the Internal Revenue Code, state wage and hour law or any other law); and (2) any claim that Field Nation was an employer or joint employer of any Provider Worker under any employment or other law, including, but not limited to, the Fair Labor Standards Act, any state wage and hour law, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family Medical Leave Act and the National Labor Relations Act.

3. **16.3
Conditions.**

Each party shall indemnify the other party as set forth above, provided that: (a) the indemnified party notifies the indemnifying party promptly in writing of the claim; (b) the indemnifying party has sole control of the defense and all related settlement negotiations with respect to the claim; provided, that the indemnified party has the right, but not the obligation, to participate in the defense of any such claim through counsel of its own choosing; and (c) the indemnified party cooperates fully to the extent necessary, and executes all documents necessary for the defense of such claim.

17. Arbitration Agreement and Class Action Waiver

Field Nation and Provider mutually agree to resolve any and all covered justiciable disputes between them exclusively through final and binding arbitration instead of a court or jury trial. This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and applies to any and all claims arising out of or relating to the Provider Terms, this arbitration agreement, the Provider's classification as an independent contractor, Provider's provision of services, Provider's use of the Platform, any payments made or received by Provider through the Platform or arising out of or relating to the acceptance or performance of services arranged through the Platform, the termination of this Agreement, and all other aspects of the Provider's relationship (or the termination of its relationship) with Field Nation, past, present or future, whether arising under federal, state or local statutory and/or common law. Provider and Field Nation agree that the mutual obligations to arbitrate disputes provide adequate consideration for this arbitration agreement.

a.

If either party initiates arbitration, the initiating party must notify the other party in writing via U.S. Mail, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include: (1) the name and address of the party seeking arbitration; (2) a statement of the legal and factual basis of the claim; and (3) a description of the remedy sought. Any demand for arbitration by Provider must be delivered to the Field Nation at 901 Marquette Avenue South, Suite 2300, Minneapolis, MN 55402. The arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

b.

Class and Collective Action Waivers. Field Nation and Provider mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a class action and/or collective action, and an arbitrator will not have any authority to hear or arbitrate any class and/or collective ("Class Action Waiver"). Notwithstanding any other clause contained in this arbitration agreement or the

AAA Rules, as defined below and incorporated herein by reference, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class and/or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

c.

Provider agrees and acknowledges that entering into this arbitration agreement does not change Provider's status as an independent contractor in fact and in law, that Provider is not an employee of Field Nation and that any disputes in this regard shall be subject to arbitration as provided in this agreement.

d.

Except as otherwise stated in this arbitration agreement, any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules ("AAA Rules"), subject to the following:

1.

The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. Unless the parties agree otherwise, the arbitrator shall be an attorney experienced in the law in the underlying dispute and licensed to practice law in the state in which the arbitration is convened, or a former judge from any jurisdiction. The arbitrator shall have authority to decide gateway issues, including arbitrability.

2.

The location of the arbitration proceeding will be no more than 45 miles from the place where Provider last performed services for Field Nation, unless Provider and Field Nation agree in writing otherwise.

3.

Unless applicable law provides otherwise, as determined by the Arbitrator, the parties agree that Company shall pay all of the Arbitrator's fees and costs.

4.

The Arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.

5.

Except as provided in the Class Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable.

6.

The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.

7.

The Arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision or award in any court having jurisdiction.

8.

Either Field Nation or Provider may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual.

e.

Regardless of any other terms of this arbitration agreement, claims may be brought before, and remedies awarded by, an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate governed by the Federal Arbitration Act (such as the National Labor Relations Board, the U.S. Department of Labor or the Equal Employment Opportunity Commission). This arbitration agreement does not apply to any claim that may not be arbitrated as provided by an Act of Congress or lawful, enforceable presidential Executive Order.

f.

The AAA Rules may be found at www.adr.org or by searching for "AAA Commercial Arbitration Rules" using a service such as www.Google.com or www.Bing.com.

g.

This arbitration agreement is the full and complete agreement relating to the formal resolution of disputes covered by this arbitration agreement. In the event any portion of this arbitration agreement is deemed unenforceable, the remainder of this arbitration agreement will be enforceable. This arbitration agreement survives after the termination of the Provider Terms and/or after Provider ceases any assignment and/or relationship with Field Nation. This arbitration agreement will also continue to apply notwithstanding any change in Provider's responsibilities, position, or title, or if Provider transfers companies. Notwithstanding any contrary language in the Provider Terms or in any Field Nation policy or other agreement, this arbitration agreement may not be modified or terminated absent a writing signed (electronically or otherwise) by both Provider and an authorized representative of Field Nation.

18. Limitations of Liability.

1. **18.1** FIELD NATION'S AGGREGATE LIABILITY TO PROVIDER FOR CLAIMS RELATING TO THESE PROVIDER TERMS, WHETHER IN CONTRACT OR TORT, WILL BE LIMITED TO THE TOTAL FEES PAID OR OWING TO FIELD NATION FOR WORK ORDERS COMPLETED BY PROVIDER FOR THE MOST RECENT SIX (6) MONTHS OF THE TERM OF THESE PROVIDER TERMS OR \$2,500, WHICHEVER IS LESS.
2. **18.2** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THESE PROVIDER TERMS, INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE, HOWEVER IT ARISES, WHETHER IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
3. **18.3**

Allocation of Risk.

Field Nation and Provider acknowledge that the foregoing limitations of liability represent a reasonable and negotiated allocation of risk, that these limitations constitute an integral part of these Provider Terms, and that absent these limitations the parties would not have executed these Provider Terms. The limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

STATEMENT AFFIRMING EXEMPTION FROM WORKER'S COMPENSATION COVERAGE

This statement is made by a Provider registered to use the Field Nation, LLC website and software platform (the "Platform"). Provider acknowledges that this statement is being submitted to Field Nation in electronic form only, that it shall be valid and effective when Provider clicks the affirmation button at the end of this form, and that it shall have the same legal force and validity as though signed and submitted in handwritten form.

Provider states, represents, warrants, and agrees that:

1. **(1)** Some U.S. states allow for certain classes of workers' to opt-out of the state's workers' compensation requirements. For example, sole proprietors, executive officers, and partners without any employees may waive out of workers' compensation coverage. But, if a business has employees it must, by law, purchase workers' compensation coverage for its employees.
2. **(2)** Provider understands the hazards of employment in Provider's business, and understands that by submitting this form to Field Nation, Provider is releasing and waiving the right to claim workers' compensation benefits in the event of a work-related injury or death.
3. **(3)** Provider acknowledges that some states require the filing of a state-specific form to release or waive workers' compensation coverage. Provider agrees that it is solely Provider's responsibility to complete and file such a special release or waiver form, and not the responsibility of Field Nation or any party obtaining services from Provider via the Platform.
4. **(4)** Provider acknowledges and understands that Provider will not be covered by any workers compensation insurance coverage that the Field Nation or Buyer may provide to its employees.
5. **(5)** PROVIDER HAS NO EMPLOYEES AND HAS THE AUTHORITY TO WAIVE WORKERS' COMPENSATION COVERAGE IN PROVIDER'S STATE. FURTHER, PROVIDER WARRANTS AND AGREES TO OBTAIN WORKERS' COMPENSATION COVERAGE IN THE EVENT PROVIDER HIRES ANY EMPLOYEES.
6. **(6)** The foregoing statements are made to induce Field Nation to grant Provider access to projects on the Platform.